JUN 21

SIERRA ARMY DEPOT

FEDERAL FACILITY SITE REMEDIATION AGREEMENT

STATE OF CALIFORNIA

Department of Health Services

Regional Water Quality Control Board

U.S. DEPARTMENT OF THE ARMY

Sierra Army Depot

May 30, 1991

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May 30, 1991

STATE OF CALIFORNIA
AND THE
UNITED STATES DEPARTMENT OF THE ARMY

IN THE MATTER OF:	)	Federal Facility Site Remediation Agreement Under California Health and Safety Code ss 25355.5, 25353 and 25347.6
The U. S. Department of the Army	)	
Sierra Army Depot	)	

Based on the information available to the Parties on the effective date of this Federal Facility Site Remediation Agreement (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

1. PURPOSE

1.1 The general purposes of this Agreement are to:

(a) Ensure that the environmental impacts associated with past and present activities at Sierra Army Depot are thoroughly investigated;

(b) Ensure that appropriate remedial action is taken as necessary to protect the public health, welfare and the environment;

(c) Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with State law and policy, and consistent with the NCP;

(d) Facilitate cooperation, exchange of information and participation of the Parties in such action;

(e) Provide for notification of Federal and State Natural Resources Trustees; and,

(f) Recognize and reach compromise on perceived conflicts between State and Department of Defense response authorities under applicable state and federal law, and preserve any rights or entitlements each party may have under applicable state and federal law.

1.2 Specifically, the purposes of this Agreement are to:

(a) Establish requirements for the performance of preremedial work and Remedial Investigation (RI) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants, or contaminants at the Site and to establish requirements for the performance of a Feasibility Study (FS) for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants, or contaminants at the Site in accordance with State and federal law;

(b) Identify the nature, objective, and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by applicable State and federal law;

(c) Implement the selected remedial action(s) in accordance with applicable State and federal law;

(d) Assure compliance, through this Agreement, with applicable State and federal hazardous waste laws and regulations for matters covered herein;

(e) Coordinate response actions at the Site with the mission and support activities at Sierra Army Depot;

(f) Expedite the cleanup process to the extent consistent with protection of human health and the environment;

(g) Provide for State oversight of the initiation, development, selection and enforcement of remedial actions to be undertaken at Sierra Army Depot, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans;

(h) Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement; and,

(i) Identify Operable Unit(OU)/Interim Remedial Measures (IRM) alternatives which are appropriate at the Site prior to the implementation of final remedial action(s) for the Site. OU/IRM alternatives shall be identified to the parties as early as possible prior to proposal of OUs/IRMs to the State.

2. PARTIES

2.1 The Parties to the Agreement are the Department of the Army, and the State of California. The terms of the Agreement shall apply to and be binding upon the State of California and the Department of the Army.

2.2 This Agreement shall be enforceable against all of the Parties to this Agreement. This Section shall not be construed as an agreement to indemnify any person. The Department of the Army shall notify its agents, members, employees, response action contractors for the Site, and all subsequent owners, operators, and lessees of the Site of the existence of this Agreement.

2.3 Each Party shall be responsible for ensuring that its contractors comply with the terms and conditions of this Agreement. Failure of any Party to provide proper direction to its contractors and any resultant noncompliance with this Agreement by a contractor shall not be considered a Force Majeure event or other good cause for extensions under Section 9 (Extensions), unless the Parties so agree, or unless established by the dispute resolution process contained in Section 12 of this Agreement. The Department of the Army will notify the State of

the identity and assigned tasks of each of its contractors performing work under this Agreement upon their selection.

2.4 The State of California is represented by DHS as lead agency and RWQCB as support agency. The responsibilities of the lead and support agencies are set forth in this Agreement, the Memorandum of Understanding between DHS and the State Water Resources Control Board and the Regional Water Quality Control Boards for the Cleanup of Hazardous Waste Sites (August 1, 1990), and the Regional Memorandum of Understanding between DHS, Toxic Substances Control Program, Region 1, and RWCQB, Lahontan Region, when and if it becomes effective. In the event of conflict, this Agreement shall govern. Copies of said memorandum(s) shall be made an attachment(s) to this agreement. The State may change the State lead agency during the performance of this Agreement. Such change of State lead agency is not subject to dispute resolution, but may constitute good cause for extension under Section 9 of this Agreement. The State should notify the Army of such change of State lead agency within fourteen (14) days after the decision is made.

3. JURISDICTION

3.1 Each Party is entering into this Agreement pursuant to the following authorities:

(a) The Department of the Army enters into this Agreement pursuant to CERCLA section 120(a)(4), 42 U.S.C. ss 9620(a)(4), the National Environmental Policy Act, 42 U.S.C. ss 4321, and the Defense Environmental Restoration Program (DERP), 10 U.S.C. ss 2701 et.seq.;

(b) The California Department of Health Services and Regional Water Quality Control Board enters into this Agreement pursuant to Chapters 6.5 and 6.8 of Division 20 of the California Health and Safety Code and sections 102, 25347.6(n) and 25355.5 (a)(1)(C) in particular, and California Water Code Division 7.

4. DEFINITIONS

4.1 Except as noted below or otherwise explicitly stated, the definitions provided in the California Health and Safety Code, California Water Code, and Title 22 and 23 of the California Code of Regulations shall control the meaning of terms used in this Agreement.

(a) "Agreement" shall refer to this document and shall include all Appendices to this document to the extent they are consistent with the original Agreement as executed or modified. All such Appendices shall be made an integral and enforceable part of this document. Copies of Appendices shall be available as part of the administrative record, as provided in Subsection 24.3.

(b) "Department of the Army" shall mean the U.S. Department of the Army. Action taken within the scope of their employment or duties by Department of the Army employees, members, agents, and authorized representatives will be deemed to have been taken by the Department of the Army. The U.S. Department of the Army shall also include the U.S. Department of Defense to the extent necessary to effectuate the terms of this agreement.

(c) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. ss 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, and any subsequent amendments.

(d) "Days" shall mean calendar days, unless business days are specified. Any submittal that under the terms of this Agreement would be due on Saturday, Sunday, or State or Federal holiday shall be due on the following business day.

(e) "DHS" shall mean the California Department of Health Services, its successors and its employees and authorized representatives.

(f) "Federal Facility" shall include Sierra Army Depot and any real property subject to the jurisdiction of the Sierra Army Depot Commander, as of the date of this Agreement.

(g) "Feasibility Study" or "FS" shall have the same meaning as provided in the California Health and Safety Code section 25314. In the context of this agreement it shall mean a study conducted pursuant to State law and consistent with the NCP which fully develops, screens and evaluates in detail remedial action alternatives to prevent, mitigate, or abate the migration or the release of hazardous substances, pollutants, or contaminants at and from the Site. The Department of the Army shall conduct and prepare the FS in a manner to support the intent and objectives of Section 16 (Statutory Compliance and Corrective Action).

(h) "Meeting," in regard to Project Managers, shall mean an in-person discussion at a single location or a conference telephone call of all Project Managers. A conference call will suffice for an in-person meeting at the concurrence of the Project Managers.

(i) "National Contingency Plan" or "NCP" shall refer to the regulations contained in 40 CFR 300.1 et seq.

(j) "Natural Resources Trustee" shall have the same meaning as provided in the NCP.

(k) "Operation and maintenance" shall mean activities required to maintain the effectiveness of response actions.

(l) "RCRA" or "RCRA/HSWA" shall mean the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. ss 6901 et. seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616, and any subsequent amendments.

(m) "RWQCB" shall mean the Regional Water Quality Control Board, Lahonton Region, its successors and its employees, members and authorized representatives.

(n) "Remedial Design" or "RD" shall have the same meaning as provided in California Health and Safety Code section 25322.1.

(o) "Remedial Investigation" or "RI" shall have the same meaning as provided in California Health and Safety Code section 25322.2. In the context of this agreement, it shall mean that investigation conducted pursuant to State law and consistent with the NCP. The RI serves as a mechanism for collecting data for Site evaluation and waste characterization and conducting treatability studies as necessary to evaluate performance and cost of the treatment technologies. The data gathered during the RI will also be used to conduct a baseline risk assessment, perform a feasibility study, and support design of a selected remedy. The Department of the Army shall conduct and prepare the RI in a manner to support the intent and objectives of Section 16 (Statutory Compliance and Corrective Action).

(p) "Remedial Project Manager" or "RPM" shall have the same meaning as provided in the NCP.

(q) "Remedy" or "Remedial Action" or "RA" shall have the same meaning as provided in section 25322 of the California Health and Safety Code.

(r) "Remove" or "Removal" shall have the same meaning as provided in section 25322 of the California Health and Safety Code.

(s) "Site" shall include the Federal Facility as described in (f) above, any area off the Federal Facility to or under which a release of hazardous substances has migrated, from a source on or at the Federal Facility. For purposes of obtaining permits, the term "on-site" shall have the same meaning as provided in the NCP.

(t) "State" shall mean the State of California and its employees and authorized representatives, and shall refer to both DHS and the RWQCB unless otherwise specified.

5. DETERMINATIONS

5.1 This Agreement is based upon the placement of Sierra Army Depot, Lassen County, California, on the annual workplan to be prepared by the State in accordance with section 25356 of the California Health and Safety Code.

5.2 Sierra Army Depot is a federal facility under the jurisdiction of the Secretary of Defense and subject to the Defense Environmental Restoration Program (DERP) 10 U.S.C. ss 2701 et seq.

5.3 An Appendix to this Agreement shows those documents, secondary or primary, which have been accepted as final by the State before or on the effective date of this Agreement.

5.4 The actions to be taken pursuant to the Agreement are reasonable and necessary to protect the public health, welfare, or the environment.

5.5 The State of California has determined the existence of releases of hazardous substances, pollutants or contaminants at or from the federal facility into the environment within the meaning of section 25320 of the California Health and Safety Code, and the NCP, and discharges of waste within the meaning of Division 7 of the California Water Code.

5.6 With respect to these releases, the Department of the Army is an owner and/or operator within the meaning of California Health and Safety Code section 25323.5(a).

5.7 Included as an Attachment to this Agreement is a map showing source(s) of suspected contamination and the aerial extent of known contamination, based on information available at the time of the signing of this Agreement.

5.8 In accordance with Section 300.600(b)(3) of the National Contingency Plan, and Section 107(f) of CERCLA (42 U.S.C., 9707 (f)), the Secretary of Defense is the trustee for natural resources located on, over, or under the Federal Facility, to the extent such natural resources are not specifically entrusted to the Secretary of Commerce or the Secretary of the Interior.

6. WORK TO BE PERFORMED

6.1 The Parties agree to perform the tasks, obligations and responsibilities described in this Section in accordance with State law and consistent with the NCP, and in accordance with all terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section 7 (Review and Approval).

6.2 The parties have agreed to a phased approach which contemplates initiating RI/FS work at several sites at a time according to the priority list agreed to by the parties. This approach will result in several separate RI/FS studies and separate Remedial Action Plans for each RI/FS study. The purpose of the phased approach is to expedite mitigation activities and focus funding on the high priority sites first.

6.3 The Department of the Army agrees to undertake, seek adequate funding for, implement to the fullest extent funded, and report on the following tasks, with participation of the Parties as set forth in this Agreement:

(a) Remedial Investigation(s) of the Site;
(b) Feasibility Studies for the Site;
(c) All response actions for the Site;
(d) Operation and maintenance of response actions at the Site.
(e) Federal and State Natural Resource Trustee notification and coordination.

6.4 The Parties agree to:

(a) Make their best efforts to expedite the initiation of response actions for the Site;

(b) Carry out all activities under this Agreement so as to protect the public health, welfare and the environment.

6.5 Upon request, the State agrees to provide any Party with guidance or reasonable assistance in obtaining guidance relevant to the implementation of this Agreement.

6.6 All work performed pursuant to this Agreement shall be under the direction of a Geologist or Engineer reasonably deemed acceptable to the State of California.

7. REVIEW AND APPROVAL

7.1 Applicability: The provisions of this Section establish the procedures that shall be used by the Parties to provide each other with appropriate technical support, notice, review, comment, approval and response to comments regarding RI/FS and RD/RA documents, specified herein as either primary or secondary documents. The Department of the Army will be responsible for preparing and distributing primary and secondary documents. As of the effective date of this Agreement, all draft, draft final and final deliverable documents identified herein shall be prepared, distributed and subject to dispute in accordance with subsections 7.2 through 7.10 below. The designation of a document as "draft" or "final" is solely for purposes of review and approval by the State in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and as required by law.

7.2 General Process for RI/FS and RD/RA documents:

(a) Primary documents include those reports that are major, discrete, portions of RI/FS and/or RD/RA activities. Primary documents are initially issued by the Department of the Army in draft subject to review and approval by the State. Within sixty (60) days following receipt of comments on a particular draft primary document, the Army will respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document will become the final primary document either thirty (30) days after the issuance of a draft final document if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

(b) Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are prepared by the Department of the Army in draft subject to review and approval by the State. Although the Department of the Army will respond to comments received, the draft secondary documents may be finalized in the context of the

corresponding primary documents. A secondary document may be disputed at the time the corresponding draft final primary document is issued.

7.3 Primary Documents:

(a) The Army shall complete and transmit drafts of the following primary documents for each operable unit and for the final remedy to the State, for review, comment and approval in accordance with the provisions of this Section; provided, however, that the Army need not complete a draft primary document for an operable unit if the Parties agree in writing that such draft primary document need not be completed.

(1) RI/FS Workplans, including Sampling Schedules and Analysis Plans
(2) Quality Assurance Project Plans (QAPPs)
(3) Public Participation Plans
(4) RI Reports
(5) FS Reports
(6) Proposed Plans
(7) Remedial Action Plan (RAPs)
(8) Remedial Designs (RDs)
(9) Remedial Action Work Plans, including operation and maintenance plans and RA Schedules
(10) Baseline Risk Assessments
(11) Data Quality Objectives
(12) Health and Safety Plans
(13) Public Health and Environmental Evaluation Plan (PHEEs)

(b) Only the final draft of primary documents shall be subject to dispute resolution. The Department of the Army shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Section 8 (Deadlines) of this Agreement.

(c) Primary documents may include target dates for subtasks, including those described in subsections 7.4(b) and 17.3. The purpose of target dates is to assist the Department of the Army in meeting deadlines, but target dates do not become enforceable by their inclusion in the primary documents and are not subject to Section 8 (Deadlines), Section 9 (Extensions) or Section 13 (Enforceability).

(d) All final draft primary documents must be signed by a Geologist or an Engineer, or both, as appropriate, and as reasonably deemed acceptable by the State.

(e) The final draft Health and Safety Plan must be signed by a Industrial Hygienist as reasonably deemed acceptable by the State.

7.4 Secondary Documents:

(a) The Department of the Army shall complete and transmit drafts of the following secondary documents to the State for review, comment and approval, whenever such

documents are created. The Army shall identify the corresponding primary documents when submitting the secondary documents for State review, comment and approval.

(1) Site Characterization Summaries (part of RI)
(2) Sampling and Data Results
(3) Treatability Studies (only if generated)
(4) Initial Screenings of Alternatives
(5) Sample and Analysis Plan
(6) Well closure methods and procedures
(7) Detailed Analyses of Alternatives
(8) Post-Screening Investigation Work Plans
(9) Project Management Plan
(10) Data Management Plan
(11) CEQA Compliance Plan

(b) Although the State may comment on the drafts for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Subsection 7.2 hereof. Target dates for the completion and transmission of draft secondary documents shall be established by the Project Managers. The Project Managers also may agree upon additional secondary documents that are within the scope of the listed primary documents.

7.5 Documents not identified in subsections 7.3 or 7.4 above, will be classified as Primary Documents unless otherwise mutually agreed by the Parties' authorized representatives, or in this agreement.

7.6 Meetings of the Project Managers. (See also Subsection 17.3) The Project Managers shall meet in person approximately every sixty (60) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site, including progress on the primary and secondary documents. However, progress meetings may be held more frequently as needed upon request by any Project Manager. Prior to preparing any draft document specified in subsections 7.3 and 7.4 above, the Project Managers shall meet in an effort to reach a common understanding with respect to the contents of the draft document. Such meetings may be accomplished by telephonic means when necessary.

7.7 Identification and Determination of Potential ARARs:

(a) The Army shall request, when appropriate, potential ARARs from the State lead agency. The State lead agency will contact in writing those State and local governmental agencies that are potential sources of ARARs in a timely manner as set forth in NCP Section 300.515(d).

(b) Prior to the issuance of a draft primary or secondary document for which ARAR determinations are appropriate, the Project Managers shall meet to identify and propose all potential pertinent ARARs, including permitting requirements that may be a source of ARARs. At that time and within the time period described in NCP Section 300.515(h)(2), the State shall submit the ARARs obtained pursuant to paragraph (a) to the Army, along with a list of

agencies that failed to respond to the State's solicitation of ARARs and copies of the solicitations and any related correspondence.

(c) The Army will contact the agencies that failed to respond and again solicit their inputs.

(d) The Army will prepare draft ARAR determinations adequate under the standards set forth in CERCLA section 121(d)(2), 42 U.S.C. section 9621(d)(2), the NCP and pertinent guidance issued by the State.

(e) In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at a site, the particular actions associated with a proposed remedy and the characteristics of a site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be identified and discussed among the Parties as early as possible, and must be reexamined throughout the RI/FS process until the final remedial action is selected and approved.

7.8 Review and Comment on Draft Documents:

(a) The Department of the Army shall complete and transmit each draft primary document to the State on or before the corresponding deadline established for the issuance of the document. The Department of the Army shall complete and transmit the draft secondary documents in accordance with the target dates established for the issuance of such documents.

(b) Unless the Parties mutually agree to another time period, all draft documents shall be subject to a sixty (60) day period for review, comments and approval by the State. Review of any document by the State may concern all aspects of it (including completeness) and shall include, but not be limited to, technical evaluation of any aspect to the document, and conformance to State law, consistency with the NCP and any pertinent guidance or policy issued by the State. At the request of any Project Manager, and to expedite the review process, the Department of the Army shall make an oral presentation of the document to the Parties at the next scheduled meeting of the Project Managers following transmittal of the draft document or within fourteen (14) days following the request, whichever is sooner. Comments by the State shall be provided with adequate specificity so that the Department of the Army may respond to the comments and, if appropriate, make changes to the draft document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based and, upon request of the Department of the Army or the State, as appropriate, shall provide a copy of the cited authority or reference. The State may extend the sixty (60) day comment period for an additional thirty (30) days by written notice to the Department of the Army prior to the

end of the sixty (60) day period. On or before the close of the comment period, the State shall transmit its written comments to the Department of the Army. In appropriate circumstances, this time period may be further extended in accordance with Section 9 (Extensions).

(c) Representatives of the Department of the Army shall take every reasonable step possible to make themselves readily available to the State during the comment period for purposes of informally responding to questions and comments on draft documents. Oral comments made during such discussions need not be the subject of a written response by the Department of the Army by the close of the comment period.

(d) Following the close of the comment period for a draft document, the Department of the Army shall give full consideration to all written comments. Within fifteen (15) days following the close of the comment period of a draft secondary document or draft primary document the Parties shall hold a meeting to discuss all comments received. On a draft secondary document The Department of the Army shall, within sixty (60) days of the close of the comment period, transmit to the State its written response to the comments received. On a draft primary document the Department of the Army shall, within sixty (60) days of the close of the comment period, transmit to the State a draft final primary document, which shall include the Department of the Army's response to all written comments received within the comment period. While the resulting draft final document shall be the responsibility of the Department of the Army, it shall be the product of consensus to the maximum extent possible.

(e) The Department of the Army may extend the sixty (60) day period for either responding to comments on a draft document or for issuing the draft final primary document for an additional thirty (30) days by providing written notice to the State. In appropriate circumstances, this time period may be further extended in accordance with Section 9 (Extensions).

7.9 Availability of Dispute Resolution for Draft Final Primary Documents:

(a) Dispute resolution shall be available to the Parties for draft final primary documents as set forth in Section 12 (Dispute Resolution).

(b) When dispute resolution is invoked on a draft final primary document, work may be stopped in accordance with the procedures set forth in Subsection 12.10 regarding dispute resolution.

7.10 Finalization of Documents: the final draft of a primary document shall serve as the final primary document if no party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process should the Department of the Army's position be sustained. If the Department of the Army's determination is not sustained in the

dispute resolution process, the Department of the Army shall prepare, within not more than twenty-one (21) days, a revision of the final draft document which conforms to the results, if any, of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section 9 (Extensions).

7.11 Subsequent Modification of Final Documents: Following finalization of any primary document pursuant to Subsection 7.10 above, any Party may seek to modify the document including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in subparagraphs (a) and (b). (These restrictions do not apply to the Public Participation Plan, the Project Management Plan nor the Data Management Plan).

(a) Any Party may seek to modify a document after finalization if it determines, based on new information (i.e., information that becomes available, or conditions that become known, after the document was finalized) that the requested modification is necessary. Any party may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. The request shall specify the nature of the requested modification and how the request is based on new information.

(b) In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke dispute resolution to determine if such modification shall be conducted. Modification of a document shall be required only upon a showing that:

(1) The requested information is based on significant new information; and

(2) The requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

(c) Nothing in this Section shall alter the State's ability to request the performance of additional work which was not contemplated by this Agreement. The Department of the Army's obligation to perform such work under this Agreement must be established by either a modification of a document or by amendments to this Agreement.

7.12 The Department of the Army is responsible for supplying monthly progress reports to the Parties on activities covered in this agreement. These reports shall be secondary documents.

8. DEADLINES

8.1 All deadlines agreed upon before the effective date of this Agreement shall be made an Appendix to this Agreement. To the extent that deadlines have already been mutually agreed upon by the Parties prior to the execution of this Agreement, they

will satisfy the requirements of this Section and remain in effect, and shall be published in accordance with Subsection 8.2, and shall be incorporated into the appropriate work plans.

8.2 Within twenty-one (21) days of the effective date of this Agreement, the Department of the Army shall propose deadlines for completion of the following draft primary documents for all discrete site remediation activities (reflecting the phased approach as described in Section 6 of this Agreement) identified as of the effective date of this Agreement, and not previously established:

(a) RI/FS Workplans, including Sampling and Analysis Plans
(b) Quality Assurance Project Plans (QAPPs)
(c) Public Participation Plans
(d) RI Reports
(e) FS Reports
(f) Proposed Plans
(g) Remedial Action Plan, including O & M Plans and RA Schedules
(h) Health and Safety Plans
(i) Public Health and Environmental Evaluation (PHEE) Report

Within fifteen (15) days of receipt, the State, shall review and provide comments to the Department of the Army regarding the proposed deadlines. Within fifteen (15) days following receipt of the comments the Department of the Army shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. All agreed-upon deadlines shall be incorporated into the appropriate work plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to Section 12 (Dispute Resolution). The final deadlines established pursuant to this Subsection shall be enforceable by the State, under the same terms as the rest of the Agreement.

8.3 Within twenty-one (21) days of the State's approval of any Remedial Action Plan in accordance with section 25356.1 of the California Health and Safety Code, the Department of the Army shall propose deadlines for completion of the following draft primary documents:

(a) Remedial Designs
(b) Remedial Action Work Plans (to include operation and maintenance plans, and schedules for Remedial Actions [RA]). These deadlines shall be proposed and finalized using the same procedures set forth in Subsection 8.2 above.

8.4 The deadlines set forth in this Section, or to be established as set forth in this Section, may be extended pursuant to Section 9 (Extensions). The Parties recognize that one possible basis for extension of the deadlines for completion of the Remedial Investigation and Feasibility Study Reports is the identification of significant new Site conditions during the performance of the remedial investigation.

9. EXTENSIONS

9.1 Timetables, deadlines and schedules shall be extended upon receipt of a timely request (if practicable, at least seven (7) days prior to the due date) for extension and when good cause exists for the requested extension. Any request for extension by a Party shall be submitted to the other Parties in writing and shall specify:

(a) The timetable, deadline or schedule that is sought to be extended;

(b) The length of the extension sought;

(c) The good cause(s) for the extension; and

(d) The extent to which any related timetable and deadlines or schedule would be affected if the extension were granted.

9.2 Good cause exists for an extension when sought in regard to:

(a) An event of Force Majeure;

(b) A delay caused by another Party's failure to meet any requirement of this Agreement;

(c) A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

(d) A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule;

(e) A delay caused by public comment periods or hearings required under State or Federal law or regulation in connection with the State's or the Army's performance of this Agreement;

(f) Any work stoppage within the scope of Section 11 (Emergencies and Removals); or

(g) Any other event or series of events mutually agreed to by the Parties as constituting good cause.

9.3 Absent agreement of the Parties with respect to the existence of good cause, a Party may seek and obtain a determination through the dispute resolution process that good cause exists.

9.4 Within seven days of receipt of a request for an extension of a timetable, deadline or schedule, each receiving Party shall advise the requesting Party in writing of the receiving Party's position on the request. Any failure by a receiving Party to respond within the 7-day period shall be deemed to constitute concurrence with the request for extension. If a receiving Party does not concur with the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

9.5 If there is consensus among the Parties that the requested extension is warranted, the Department of the Army shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with any agreed determination resulting from the dispute resolution process.

9.6 Within seven days of receipt of a statement of nonconcurrence with the requested extension, the requesting Party may invoke dispute resolution.

9.7 A timely and good faith request by the Army for an extension shall toll any imposition of civil penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, civil penalties as provided in Section 14 of this Agreement may be sought starting from the date of the original timetable, deadline or schedule. Following the grant of an extension, civil penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

10. FORCE MAJEURE

10.1 A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approval, permits, or licenses due to action or inaction of any governmental agency or authority other than the Department of the Army; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds which have been diligently sought. In order for Force Majeure based on insufficient funding to apply to the Department of the Army, the Department of the Army shall have made timely request for such funds as part of the budgetary process as set forth in Section 15 (Funding). A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated. Upon request by the State the Department of the Army shall provide a complete explanation of all efforts undertaken to avoid Force Majeure.

11. EMERGENCIES AND REMOVALS

11.1 Discovery and Notification
If any Party discovers or becomes aware of an emergency or

other situation that may present an endangerment to public health, welfare or the environment at or near any Site, which is related to or may affect the work performed under this Agreement, that Party shall immediately orally notify all other Parties and will follow-up with written notification within seven days. If the emergency arises from activities conducted pursuant to this Agreement, the Department of the Army shall then take immediate action to notify the appropriate State and local agencies and affected members of the public.

11.2 Work Stoppage

In the event any Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Subsection 11.1, the Party may propose the termination of activities conducted pursuant to this agreement. If the Parties mutually agree, the activities shall be stopped for such period of time as required to abate the danger. In the absence of mutual agreement, the activities shall be stopped in accordance with the proposal, and the matter shall be immediately referred to the State's Toxic Substance Control Program Regional Administrator for a work stoppage determination in accordance with the dispute resolution procedures of Section 12.10 of this Agreement.

11.3 Removal Actions

(a) The provisions of this Section shall apply to all removal actions as defined in CERCLA section 101(23), 42 U.S.C. ss 9601(23) and California Health and Safety Code section 25323, including all modifications to, or extensions of, the ongoing removal actions, and all new removal actions proposed or commenced following the effective date of this Agreement.

(b) Any removal actions conducted at the Site shall be subject to State law and conducted in a manner consistent with the NCP and this Agreement.

(c) The Department of the Army may rely on the authority set forth in section 104 of CERCLA, 42 U.S.C. ss 604 to carry out removal actions in accordance with this agreement.

(d) Nothing in this Agreement shall alter any authority the State may have with respect to removal actions conducted at the Site.

(e) All reviews conducted by the State pursuant to 10 U.S.C. ss 2705(b)(2) will be expedited so as not to unduly jeopardize fiscal resources of the Department of the Army for funding the removal actions.

(f) If a Party determines that there may be an endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance, pollutant or contaminant at or from the Site, including but not limited to discovery of contamination of a drinking water well at concentrations that exceed any State or federal drinking water action level or standards, the Party may request that the Department of

the Army take such response actions as may be necessary to abate such danger or threat and to protect the public health or welfare or the environment. Such actions might include provision of alternative drinking water supplies or other response action listed in section 25323 of the California Health and Safety Code, or such other relief as the public interest may require.

11.4 Notice of Opportunity to Comment.

(a) The Department of the Army shall provide the other Parties with timely notice and opportunity to review and comment upon any proposed removal action for the Site, in accordance with 10 U.S.C. ss 2705(a) and (b). The Department of the Army agrees to provide the information described below pursuant to this obligation.

(b) For emergency response actions, the Department of the Army shall provide the State with notice in accordance with Subsection 11.1. Such oral notification shall, except in the case of extreme emergencies, include adequate information concerning the Site background, threat to the public health and welfare or the environment (including the need for response), proposed actions and costs (including a comparison of possible alternatives, means of transportation of any hazardous substances off-site, and proposed manner of disposal), expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues, and the Department of the Army On-Scene Coordinator recommendations. Within sixty (60) days of completion of the emergency action, the Department of the Army will furnish the State with an Action Memorandum addressing the information provided in the oral notification, and any other information required pursuant to State law for such actions.

(c) For other removal actions, the Department of the Army will provide the State with any information required by State law and required to be provided in accordance with paragraph (b) of this Subsection. Such information shall be furnished at least sixty (60) days before the response action is to begin.

(d) All activities related to ongoing removal actions shall be reported by the Department of the Army in the progress reports as described in Section 17 (Project Managers).

12. DISPUTE RESOLUTION

12.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. Any party may invoke this dispute resolution procedure. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of

this Section shall be implemented to resolve a dispute.

12.2 Within thirty (30) days after: (a) the receipt of a draft final primary document pursuant to Section 7 (Review and Approval), or (b) any action which leads to or generates a dispute, the disputing Party shall submit to the Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and the technical, legal or factual information the disputing Party is relying upon to support its position.

12.3 Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

12.4 The DRC will serve as a forum for resolution of dispute for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The Army's designated member is the Civilian Executive Assistant, Sierra Army Depot. The DHS representative is the Chief of the Site Mitigation Branch, Region 1, Toxic Substances Control Program. The RWQCB representative is the Supervising Water Resource Control Engineer, Victorville Office. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Section 19 (Notification).

12.5 Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution within seven (7) days after the close of the twenty-one (21) day resolution period.

12.6 The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The Army's representative on the SEC is the Commander, Sierra Army Depot. The DHS representative on the SEC is the Regional Administrator, Region 1, Toxic Substances Control Program. The RWQCB representative on the SEC is the Assistant Executive Officer, Lahontan Regional Board.

12.7 If unanimous resolution of the dispute is not reached by the SEC within twenty-one (21) days, the written statement of dispute shall be immediately forwarded to (a) the Army's Secretariat Representative, representing the Army, (b) the Deputy Director of the Toxic Substances Control Program, representing DHS, and (c) Executive Officer, Lahonton Region,

representing RWQCB, who shall confer, meet and exert their best efforts to resolve the dispute within twenty-one (21) days after receipt of the written statement of dispute.

12.8 In the event that a dispute can not be resolved in accordance with Section 12 of this Agreement, each Party reserves its rights to take any action available to it under applicable state and/or federal law.

12.9 The pendency of any dispute under this Section shall not affect any Party's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be in accordance with the applicable timetable and deadline or schedule.

12.10 When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the Regional Administrator for the State's Toxic Substances Control Program requests, in writing, that work related to the dispute be stopped because, in the State's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. Subject to Section 11.2 above, the State may order work stopped for the reasons set out above. To the extent possible, the Party seeking a work stoppage shall consult with the other Parties prior to initiating a work stoppage request. After work stoppage, if a Party believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with the other Parties to discuss the work stoppage. Following this meeting, and further considerations of this issue the Regional Administrator for the State's Toxic Substances Control Program will issue, in writing, a final decision with respect to the work stoppage. The final written decision of the State's Regional Administrator may immediately be subject to formal dispute resolution. Such dispute may be brought directly to the SEC.

12.11 Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the Army shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Agreement according to the amended plan, schedule or procedures.

12.12 Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

12.13 For purposes of all dispute resolution procedures set forth in this Agreement and other decisions of the Parties that

may be taken to dispute resolution, the Parties agree as follows:

(a) DHS and RWQCB will jointly designate which of the two agencies shall voice the State's position for specified subjects and which shall do so for unspecified subjects. DHS and RWQCB shall provide the Army with an initial designation within thirty (30) days after the execution of this agreement. DHS and RWQCB may modify the initial designation or subsequent designations. DHS and RWQCB shall notify the Army in writing of any modification. Such modification shall become effective upon receipt by the Army.

(b) Although all Parties will participate in the discussions throughout the dispute resolution process, the agency designated in accordance with paragraph 12.13(a) shall represent the State with a single position at the end of each level of the dispute resolution process and in all decisions of the Parties that may be taken to dispute resolution.

13. ENFORCEABILITY

13.1 The Parties agree to exhaust their rights under Section 12 (Dispute Resolution) prior to seeking judicial review.

13.2 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

14. CIVIL PENALTIES

14.1 In the event that the Army:

(a) fails to submit a primary document listed in Section 7 (Review and Approval) to the State pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or;

(b) fails to comply with a term or condition of this Agreement which relates to a final remedial action, the State reserves its rights to seek civil penalties against the Army either administratively or judicially. The Army reserves its rights to contest any such civil penalties imposed administratively or judicially.

14.2 Upon determination that the Army has failed in a manner set forth in Subsection 14.1, above, the State shall so notify the Army in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Army shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Army shall not be liable for civil penalty sought by the State if the failure is determined, through the dispute resolution process, not to have occurred. The State agrees not to seek civil penalties or review of related issues either judicially or administratively until the conclusion of the dispute resolution process relating to the civil penalty issue.

14.3 This Section shall not affect the ability of the Army to obtain an extension of a timetable, deadline or schedule pursuant to Section 9 (Extensions).

14.4 Nothing in this Agreement shall be construed to render any officer or employee of the Army personally liable for the payment of civil penalty assessed pursuant to this Section.

15. FUNDING

15.1 It is the expectation of the Parties to this Agreement that all obligations of the Department of the Army arising under this Agreement will be fully funded through the Defense Environmental Restoration Account. The Department of the Army agrees to seek sufficient funding through the DOD budgetary process to fulfill its obligations under this Agreement.

15.2 The Department of the Army shall include, in its submission to the Department of Defense annual report to Congress, the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

15.3 Any requirement for the payment or obligation of funds, including civil penalties under Section 14, or State oversight costs under Section 31, by the Department of the Army established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. ss 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

15.4 If appropriated funds, including non-Defense Environmental Restoration Account (DERA) Funds, are not available to fulfill the Department of the Army's obligations pursuant to this Agreement under circumstances not amounting to Force Majeure, the State reserves the right, subject to dispute resolution, to enforce this agreement through any appropriate means, to initiate an action against any other person, or to take any response action, which would be appropriate absent this Agreement.

15.5 Except as provided in Section 31, funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense for Environment to the Department of the Army will be the source of funds for activities required by this Agreement consistent with Section 211 of CERCLA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration, Defense appropriation be inadequate in any year to meet the total Department of Army CERCLA implementation requirements, the Department of Defense shall employ and the Department of the Army shall follow a standardized Department of Defense prioritization process which allocates that year's DERA appropriation in a

manner which maximizes the protection of human health and the environment.

16. STATUTORY COMPLIANCE AND CORRECTIVE ACTION

16.1 The Parties intend to integrate the Department of the Army's hazardous substance response obligations and hazardous waste facility permit corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that any remedial action selected, implemented and completed under this Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under Chapter 6.5 of the California Health and Safety Code (i.e., no further corrective action shall be required).

16.2 The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be consistent with CERCLA, 42 U.S.C., Section 9621(e)(1) to the extent possible, and as provided for in section 25358.9 of the California Health and Safety Code. The activities at Sierra Army Depot may require the issuance of permits under federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the Department of the Army for ongoing hazardous waste management activities at the Site, the issuing party shall be requested or, if possible, instructed to reference and incorporate in a permit condition any appropriate provision, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit.

16.3 If Sierra Army Depot is ordered by the United States Environmental Protection Agency to take remediation action inconsistent from that determined by the parties under this agreement, Sierra Army Depot will act in accordance with such an order in a manner as consistent with this agreement as possible. Disputes arising under these circumstances will be subject to the dispute resolution provisions of this agreement.

17. PROJECT MANAGERS

17.1 On or before the effective date of this Agreement, the Department of the Army, and the State shall each designate a Project Manager and an alternate (each hereinafter referred to as Project Manager), for the purpose of overseeing the implementation of this agreement. The Project Managers shall be responsible on a daily basis for assuring proper implementation of the RI/FS and the RD/RA in accordance with the terms of the Agreement. In addition to the formal notice provisions set forth in Section 19 (Notification), to the maximum extent possible, communications among the Department of the Army, and the State on all documents, including reports, comments, and other correspondence concerning the activities performed pursuant

to this Agreement, shall be directed through the Project Managers.

17.2 The Department of the Army and the State may change their respective Project Managers. The other Party shall be notified in writing within five days of the change.

17.3 The Project Managers shall meet to discuss progress as described in Subsection 7.6. Although the Department of the Army has ultimate responsibility for meeting its respective deadlines or schedule, the Project Managers shall assist in this effort by consolidating the review of primary and secondary documents whenever possible, and by scheduling progress meetings to review reports, evaluate the performance of environmental monitoring at the Site, review RI/FS or RD/RA progress, discuss target dates for elements of the RI/FS or RD/RA progress, discuss target dates for elements of the RI/FS to be conducted in the following one hundred and eighty (180) days, resolve disputes, and adjust deadlines or schedules. At least one week prior to each scheduled progress meeting, the Department of the Army Project Manager shall be responsible for preparation of minutes of all meetings and shall furnish copies on a timely basis to the other Project Manager(s). Unless the Project Managers agree otherwise, the minutes of each progress meeting, with the meeting agenda and all documents discussed during the meeting (which were not previously provided) as attachments, shall constitute a progress report, which will be sent to all Project Managers within ten business days after the meeting ends. The other Parties will have five (5) working days to submit comments to the Department of the Army. If no comments are received by the Department of the Army, the minutes shall become final. If an extended period occurs between Project Manager progress meetings, the Project Managers may agree that the Department of the Army shall prepare an interim progress report and provide it to the other Parties. The report shall include the information that would normally be discussed in a progress meeting of the Project Managers. Other meetings shall be held more frequently upon request by any Project Manager.

17.4 The authority of the Project Manager shall include, but is not limited to:

(a) Taking samples and ensuring that sampling and other field work is performed in accordance with the terms of any final work plan and QAPP;

(b) Observing, and taking photographs and making such other reports on the progress of the work as the Project Managers deem appropriate, subject to the limitations set forth in Section 23 (Access to Federal Facility) hereof;

(c) Reviewing records, files and documents relevant to the work performed;

(d) Determining the form and specific content of the Project Manager meeting and of progress reports based on such meetings, and;

(e) Recommending and requesting minor field modifications to the work to be performed pursuant to a final work plan, or in techniques, procedures, or design utilized in carrying out such work plan.

17.5 Any minor field modification proposed by any Party pursuant to this Section must be approved orally by all Parties' Project Managers to be effective. The Department of the Army Project Manager will make a contemporaneous record of such modification and approval in a written log, and a copy of the log entry will be provided as part of the next progress report. The Parties understand that the Project Manager may not require implementation by a Government contractor of any modification. Only the appropriate Government contracting officer may do so.

17.6 The Project Manager for the Department of the Army shall be responsible for day-to-day field activities at the Site. The Department of the Army Project Manager or other designated employee of Sierra Army Depot shall be present at the Site or reasonably available to supervise work during all hours of work performed at the Site pursuant to this Agreement. For all times that such work is being performed, the Department of the Army Project Manager shall inform the command post at Sierra Army Depot of the name and telephone number of the designated employee responsible for supervising the work.

17.7 The Project Managers shall be reasonably available to consult on work performed pursuant to this agreement and shall make themselves available to each other for the pendency of this Agreement. The absence of the State or Department of the Army Project Managers from the facility shall not be cause for work stoppage of activities taken under this Agreement.

18. QUALITY ASSURANCE

18.1 In order to provide quality assurance and maintain quality control regarding all field work and sample collection performed pursuant to this Agreement, the Department of the Army agrees to designate a Quality Assurance Office (QAO) who will ensure that all work is performed in accordance with approved work plans, sampling plans and QAPPs. The QAO shall maintain for inspection a log of quality assurance field activities and provide a copy to the Parties upon request.

18.2 All laboratories performing analysis on behalf of the Department of the Army pursuant to this Agreement shall be California State Certified Laboratories for hazardous waste.

19. NOTIFICATION

19.1 All Parties shall transmit primary and secondary documents, and comments thereon, and all notices required herein by next day mail, hand delivery, or facsimile (and followed by an original by first class mail). Time limitations shall commence upon receipt.

19.2 Notice to the individual Parties pursuant to this Agreement shall be sent to the addresses specified by the Parties. Initially these shall be as follows:

California Department of Health Services
Toxic Substances Control Program
Region 1, Site Mitigation Branch
10151 Croydon Way
Sacramento, California 95827

and

Sierra Army Depot
Environmental Office
SDSSI-ENV
Herlong, California 96113

and

Regional Water Quality Control Board
2092 Lake Tahoe Boulevard, Suite 2
South Lake Tahoe, California 96150

19.3 All routine correspondence may be sent via first class mail to the above addresses.

20. DATA AND DOCUMENT AVAILABILITY

20.1 Each Party shall make all sampling results, test results or other data or documents generated through the implementation of this Agreement available to the other Parties. All quality assured data shall be supplied within ninety (90) days of its collection. If the quality assurance procedure is not completed within ninety (90) days, raw data or results shall be submitted within the ninety (90) day period upon request by any Party and quality assured data or results shall be submitted as soon as they become available.

20.2 The sampling Party's Project Manager shall notify the other Parties' Project Managers not less than 10 days in advance of any sample collection. If it is not possible to provide 10 days prior notification, the sampling Party's Project Manager shall notify the other Project Managers as soon as possible after becoming aware that samples will be collected. Each Party shall allow, to the extent practicable, split or duplicate samples to be taken by the other Parties or other authorized representatives.

21. RELEASE OF RECORDS

21.1 The Parties may request of one another access to or a copy of any record or document relating to this Agreement or any other remediation activities conducted at the site. If the Party that is the subject of the request (the originating Party) has the record or document, that Party shall provide access to or a copy of the record or document; provided, however, that no access to or copies of records or documents need be provided if they are

subject to claims of attorney-client privilege, attorney work product, deliberative process, enforcement confidentiality, or properly classified for national security under law or executive order.

21.2 Records or documents identified by the originating Party as confidential pursuant to other non-disclosure provisions of the Freedom of Information Act, 5 U.S.C. ss 552, or the California Public Records Act, section 6250, et. seq. of the California Government Code, shall be released to the requesting Party, provided the requesting Party states in writing that it will not release the record or document to the public without prior approval of the originating Party or after opportunity to consult and, if necessary, contest any preliminary decision to release a document, in accordance with applicable statutes and regulations. Records or documents which are provided to the requesting party and which are not identified as confidential may be made available to the public without further notice to the originating Party.

21.3 The Parties will not assert one of the above exemptions, including any available under the Freedom of Information Act or California Public Records Act, even if available, if no governmental interest would be jeopardized by access or release as determined solely by that Party.

21.4 Any documents required to be provided by Section 7 (Review and Approval), and analytical data showing test results will always be releasable and no exemption shall be asserted by any Party.

21.5 This Section does not change any requirement regarding press releases in Section 24 (Public Participation and Community Relations).

21.6 A determination not to release a document for one of the reasons specified above shall not be subject to Section 12 (Dispute Resolution). Any Party objecting to another Party's determination may pursue the objection through the determining Party's appeal procedures.

22. PRESERVATION OF RECORDS

22.1 Despite any document retention policy to the contrary, the Parties shall preserve, during the pendency of this Agreement and for a minimum of ten years after its termination, all records and documents contained in the Administrative Record and any additional records and documents retained in the ordinary course of business which relate to the actions carried out pursuant to this Agreement. After this ten year period, each Party shall notify the other Parties at least 45 days prior to destruction of any such documents. Upon request by any Party, the requested Party shall make available such records or copies of any such records, unless withholding is authorized and determined appropriate by law.

23. ACCESS TO FEDERAL FACILITY

23.1 Without limitations on any authority conferred on the State by statute or regulation, the State or its authorized representatives, shall be allowed to enter Sierra Army Depot at reasonable times for purposes consistent with the provisions of this Agreement, subject to any statutory and regulatory requirements necessary to protect national security or mission essential activities. Such access shall include, but not be limited to, reviewing the progress of the Department of the Army in carrying out the terms of this Agreement; ascertaining that the work performed pursuant to this Agreement is in accordance with approved work plans, sampling plans and QAPPs; and conducting such tests as the State, represented by the Project Manager(s), deems necessary.

23.2 The Department of the Army shall honor all reasonable requests for access by the State, conditioned upon presentation of proper credentials. The Department of the Army Project Manager will provide briefing information, coordinate access and escort to restricted or controlled-access areas, arrange for base passes and coordinate any other access requests which arise.

23.3 The State shall provide reasonable notice to the Department of the Army Project Manager to request any necessary escorts. The State shall not use any camera, sound recording or other recording device at Sierra Army Depot without the permission of the Department of the Army Project Manager. The Department of the Army shall not unreasonably withhold such permission.

23.4 State access granted in Subsection 23.1 of this Section, shall be subject to those regulations necessary to protect national security or mission essential activities. Such regulations shall not be applied so as to unreasonably hinder the State from carrying out its responsibilities and authority pursuant to this Agreement. In the event that access requested by the State is denied by the Department of the Army, the Department of the Army shall provide an explanation within 48 hours of the reason for the denial, including reference to the applicable regulations, and, upon request, a copy of such regulations. The Department of the Army shall expeditiously make alternative arrangements for accommodating the requested access.

23.5 All Parties with access to Sierra Army Depot pursuant to this Section shall comply with all applicable health and safety plans.

23.6 To the extent the activities pursuant to this Agreement must be carried out on other than Department of the Army property, the Department of the Army shall use its best efforts to obtain access agreements from the owners which shall provide reasonable access for the Department of the Army and the State and its representatives. The Department of the Army may request the assistance of the State in obtaining such access, and upon such request, the State will use it best efforts to obtain the required access. In the event that the Department of the

Army is unable to obtain such access agreements, the Department of the Army shall promptly notify the State.

23.7 With respect to non-Department of the Army property on which monitoring wells, pumping wells, or other response actions are to be located, the Department of the Army shall use its best efforts to ensure that any access agreements shall provide for the continued right of entry for all Parties for the performance of such remedial activities. In addition, any access agreement shall provide that no conveyance of title, easement, or other interest in the property shall be consummated without the continued right of entry.

23.8 Nothing in this Section shall be construed to limit the State's full right of access as provided in California Health and Safety Code section 25185, except as that right may be limited by applicable national security regulations, or state or federal law.

24. PUBLIC PARTICIPATION

24.1 The Parties agree that any proposed removal actions and remedial action alternative(s) and plan(s) for remedial action at the Site arising out of this Agreement shall comply with the administrative record and public participation requirements of state law and relevant community relations provisions in the NCP. The State agrees to inform the Department of the Army of all State requirements which it determines to pertain to public participation. The provisions of this Section shall be carried out in a manner consistent with, and shall fulfill the intent of, Section 16 (Statutory Compliance and Correction Action).

24.2 The Department of the Army has developed and will continue to implement a Public Participation Plan (PPP) (previously known as a Community Relation Plan (CRP)) addressing the environmental activities and elements of work undertaken by the Department of the Army.

24.3 The Department of the Army shall establish and maintain an administrative record at a place, at or near the federal facility, which is freely accessible to the public, which record shall provide the documentation supporting the selection of each response action. The administrative record shall be established and maintained in accordance with relevant provisions of State law. A copy of each document placed in the administrative record, not already provided, will be provided by the Department of the Army to the other Parties. The administrative record developed by the Department of the Army shall be updated and new documents supplied to the other Parties on at least a quarterly basis. An index of documents in the administrative record will accompany each update of the administrative record.

24.4 Except in the case of an emergency, any Party issuing a press release, or other document intended for the media usage, with reference to any of the work required by this Agreement

shall advise the other Parties of such press release and the contents thereof, at least 48 hours prior to issuance.

25. FIVE YEAR REVIEW

25.1 If the selected remedial action results in any hazardous substances, pollutants or contaminants remaining at the Site, the Parties shall review the remedial action program at least every five (5) years after the initiation of the final remedial action being implemented.

25.2 Copies of all documents generated by the five year review shall be made available to all other Parties in accordance with Section 21 of this Agreement. If, upon such review, any of the Parties proposes additional work or modification of work, such proposal shall be handled under Subsection 7.11 of this Agreement.

25.3 To synchronize the five-year reviews for all operable units and final remedial actions, the following procedure will be used: Review of operable units by the Army will be conducted every five years counting from the initiation of the first operable unit, until initiation of the final remedial action for the Site. At that time, a separate review for all operable units shall be conducted. Review of the final remedial action by the Army (including all operable units) shall be conducted every five years thereafter.

26. TRANSFER OF REAL PROPERTY

26.1 The Department of the Army shall not transfer any real property comprising the federal facility outside the jurisdiction of the U.S. Department of Defense, except in compliance with section 120(h) of CERCLA, 42 U.S.C. ss 9620(h). Prior to any sale of any portion of the land comprising the federal facility which includes an area within which any release of hazardous substance has come to be located, the Department of the Army shall give written notice of that condition to the buyer of the land. At least thirty (30) days prior to any conveyance subject to section 120(h) of CERCLA, the Department of the Army shall notify all Parties of the transfer of any real property subject to this Agreement and the provisions made for any additional remedial actions, if required.

26.2 Until six months following the effective date of the final regulations implementing CERCLA section 120(h)(2), 42 U.S.C. ss 9620(h)(2), the Department of the Army agrees to comply with the most recent version of the regulations as proposed and all other substantive and procedural provisions of CERCLA section 120(h) and Subsection 26.1 of this Section.

27. AMENDMENT OR MODIFICATION OF AGREEMENT

27.1 This Agreement can be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective

the third business day following the day the last Party to sign the amendment or modification sends its notification of signing to the other Parties. The Parties may agree to a different effective date.

28. TERMINATION OF THE AGREEMENT

28.1 The provisions of this Agreement shall be deemed satisfied and terminated upon receipt by the Department of the Army of written notice from the State, that the Department of the Army has demonstrated that all the terms of this Agreement have been completed. If the State denies or otherwise fails to grant a termination notice within 90 days of receiving a written Department of the Army request for such notice, the State shall provide a written statement of the basis for its denial and describe the Department of the Army actions which, in the view of the State, would be a satisfactory basis for granting a notice of completion. Such denial shall be subject to dispute resolution.

28.2 This provision shall not affect the requirements for periodic review at maximum five year intervals of the efficacy of the remedial actions.

28.3 If, subsequent to the effective date of this agreement but before the selection of the final remedial action, authority to select the remedial action is vested in the U.S. Environmental Protection Agency because of the listing of Sierra Army Depot on the National Priorities List, the Parties agree to negotiate a Federal Facility Agreement to include the U.S. Environmental Protection Agency as a party. This agreement will automatically terminate upon the effective date of the Federal Facility Agreement or within eight months of the final listing of Sierra Army Depot on the National Priorities List, whichever occurs first. The termination of this agreement in accordance with this Section 28.3 notwithstanding, any action taken by the Parties to this agreement during the effective period of this agreement will continue to have full force and effect after the termination of this agreement.

29. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

29.1 In consideration for the Department of the Army's compliance with this Agreement, and based on the information known to the Parties or reasonably available on the effective date of this Agreement, the Department of the Army and the State agree that full compliance with the Agreement shall stand in lieu of any administrative, legal, and equitable remedies against the Department of the Army available to the State regarding the releases or threatened releases of hazardous substances including hazardous wastes, pollutants or contaminants at the Site which are the subject of any RI/FS conducted pursuant to this Agreement and which have been or will be adequately addressed by the remedial actions provided for under this Agreement.

29.2 Notwithstanding this Section, the State shall, subject to the provisions of Section 12 (Dispute Resolution), retain any right it may have under state or federal law to obtain judicial review of any matter related to compliance with, or performance of this agreement.

30. OTHER CLAIMS

30.1 Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity by or against any person, firm partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous waste, pollutants, or contaminants found at, taken to, or taken from the federal facility. Unless specifically agreed to in writing by the Parties, the State shall not be held as a party to any contract entered into by the Department of the Army to implement the requirements of this Agreement.

31. STATE SUPPORT SERVICES AND STATE OVERSIGHT COSTS

31.1 Compensation for State support services rendered in connection with those activities funded by the Defense Environmental Restoration Program (10 U.S.C. 2701 et seq.) carried out pursuant to this Agreement are governed by the Defense/State Memorandum of Agreement (DSMOA), executed on May 31, 1990, between DHS on behalf of the State and the Department of Defense.

31.2 In the event that the DSMOA is terminated or no longer in effect for any reason, and until a new DSMOA takes effect, or if activities conducted under this Agreement are not eligible for DERA funds as determined by DOD and the Army, the parties agree to the provisions of this subsection and the remainder of Section 31. The Army agrees to request funding, subject to Section 15 (Funding), and reimburse the State, subject to the conditions and limitations set forth in this Section, for all reasonable costs the State incurs in providing services in support of the Army's activities conducted pursuant to this Agreement at the Site. The Army shall be responsible for payment of all other cost expended by the State pursuant to its performance under this Agreement. The Army shall provide upon request all necessary information to the State concerning the funding sources and amounts for all activities conducted by the Army in the performance of this Agreement. In the event that certain activities carried out under this Agreement are not eligible for DERA funds as determined by DOD and the Army, the Army shall promptly notify the State in accordance with Section 19 of this Agreement.

31.3 Total compensation to the State for services or oversight activities described in this Section shall not exceed

the percentage limit specified in the DSMOA and the most recent cooperative agreements. If no cooperative agreement is in effect, the State may withdraw from this Agreement or otherwise take any actions authorized by Section 15.4 of this Agreement.

31.4 Within one-hundred twenty (120) days after the end of each quarter of the federal fiscal year, the State shall submit to the Army an accounting of all State costs actually incurred during that quarter in providing support services under this Section, that are not otherwise subject to reimbursement under the DSMOA. Such accounting shall be accompanied by cost summaries and be supported by documentation which meets federal auditing requirements. All costs submitted must be for work related to activities under this Agreement and consistent with the National Contingency Plan (NCP) and the requirements described in OMB Circulars A-87 (Cost Principles for State and Local Governments) and A-128 (Audits for State and Local Cooperative Agreements with State and Local Governments) and Standard Forms 424 and 270. The Army has the right to audit cost reports used by the State to develop the cost summaries. Not less than 60 days prior to the beginning of the State's fiscal year, the State shall supply a budget estimate of what it plans to do in the next year in the same level of detail as the billing documents.

31.5 Except as allowed pursuant to Subsections 31.6 below, within ninety (90) days of receipt of the accounting provided pursuant to Subsection 31.4 above, the Army shall reimburse the State in the amount set forth in the accounting.

31.6 In the event the Army contends that any of the costs set forth in the accounting provided pursuant to Subsection 31.4 above are not properly payable, the matter shall be resolved in accordance with Section 12 (Dispute Resolution).

32. EFFECTIVE DATE

32.1 This agreement shall be effective upon the date of execution.

32.2 Any response action underway upon the effective date of this Agreement shall be subject to oversight by the Parties.

33. BASE CLOSURE

33.1 Closure of the Federal Facility will not affect the Department of the Army's obligation to comply with the terms of this Agreement and to specifically ensure the following:

(a) Continuing rights of access for the State in accordance with the terms and conditions of Section 23 (Access to Federal Facility);

(b) Availability of a Project Manager to fulfill the terms and conditions of the Agreement;

(c) Designation of alternate DRC members as appropriate for the purposes of implementing Section 12 (Dispute Resolution); and

(d) Adequate resolution of any other problems identified by the Project Managers regarding the effect of base closure on the implementation of this Agreement.

33.2 Base closure will not constitute a Force Majeure under Section 10 (Force Majeure), nor will it constitute good cause for extensions under Section 9 (Extensions), unless mutually agreed by the Parties.

33.3 The Department of the Army will make every effort to ensure that base closure cleanup funding will be allocated ~~out of DERA funds~~ and the State will be reimbursed therefore in accordance with the DSMOA. To the extent that closure cleanup funding is not reimbursed through the DSMOA, the Department of the Army shall reimburse the State for work using the same criteria identified in the DSMOA.

34. APPENDICES AND ATTACHMENTS

34.1 Appendices shall be an integral and enforceable part of this Agreement. They shall include the most current versions of:

(a) Deadlines previously established, and any extensions thereof agreed by the Parties.

(b) Site-specific outline of key elements to be included in draft or draft final RI/FS Workplan.

(c) All final primary and secondary documents which will be created in accordance with Section 7 (Review and Approval).

(d) All final primary documents and all completed secondary documents agreed upon by the Parties prior to the effective date of this Agreement.

34.2 Attachments shall be for information only and shall not be enforceable parts of this Agreement. The information in these attachments is provided to support the initial review and comment upon this Agreement, and they are only intended to reflect the conditions known at the signing of this Agreement. None of the facts related therein shall be considered admissions by, nor are they legally binding upon, any Party with respect to any claims unrelated to, or persons not a Party to, this Agreement. They shall include:

(a) Map(s) of federal facility (see also Subsection 5.7)

(b) Chemicals of Concern

(c) Statement of Facts

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

UNITED STATES DEPARTMENT OF THE ARMY

6/11/91
DATE

Lewis D. Walker
Lewis D. Walker
Deputy Assistant Secretary of the Army
for Environment, Safety, and
Occupational Health

17 June 1991
DATE

Kent W. Fontaine
Kent W. Fontaine
Colonel, U.S. Army
Commanding Officer
Sierra Army Depot

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

6-19-91
DATE

Val F. Siebal
Val F. Siebal
Regional Administrator
Region 1
Toxic Substances Control Program
California Department of Health
Services

STATE OF CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD

7-17-91
DATE

Harold J. Singer
Harold J. Singer
Executive Officer
Regional Water Quality Control Board
Lahontan Region

APPENDIX A

TIME PERIODS FOR PRIMARY DOCUMENTS

Document	Phase I	Phase II	Phase III
Master Environmental Plan, F	Complete	Complete	Complete
Public Participation Plan, F	Complete	Complete	Complete
RI/FS Task Award Date	10/22/89	10/07/90	Date of award or no later than December 31, 1991
Health and Safety Plan, D	Complete	150 DATA	150 DATA
Sampling Design Plan, D	Complete	150 DATA	150 DATA
QA and QC Plan, D	Complete	150 DATA	150 DATA
RI Report, D	420 DARA	420 DARA	450 DARA
FS Report, D	60 DARI	60 DARI	120 DARI
Proposed Plan, D	90 DAFS	90 DAFS	90 DAFS
Record of Decision, D	90 DAPP	90 DAPP	90 DAPP

D = Draft
F = Final
S = Start
DATA = Days After Task Award of the respective RI/FS
DARA = Days After Regulatory Approval of the Workplans
DARI = Days After Regulatory Approval of RI Report
DAFS = Days After Regulatory Approval of FS Report
DAPP = Days After Regulatory Approval of PP

COMMENTS: The above schedules are optimistic projections and are subject to changes due to longer than assumed time periods for procurement action, Army/regulatory agency review or contractor effort. Basic assumptions are that Army and regulatory agency reviews are no longer than 60 days each and contractor effort to revise and distribute subject documents is no longer than 30 days after each review. All Army procurement action is assumed to be no longer than 90 days. Time to complete subject documents due to possible data gaps has not been included.

APPENDIX B

1. Workplan Objectives. The objectives of the RI/FS workplan are to:

a. Determine the nature and full extent of contamination of air, soil, surface water, and ground water at the identified sites.

b. Identify all existing and potential migration pathways, including the direction, rate, and dispersion of contaminant migration.

c. Identify and evaluate appropriate remedial measures to prevent future releases and mitigate any releases which have already occurred.

d. Collect and evaluate the information necessary to prepare a Remedial Action Plan in accordance with the requirements of Title 42 U.S.C. Section 9601 et. seq., the National Contingency Plan found at 40 CFR Section 300.61 et. seq. and California Health and Safety Code Section 25356.1 paragraphs (a), (b) and (c).

2. Workplan Contents. The workplan shall cover each of the following elements: remedial investigation, remedial investigation report, feasibility study, and feasibility study report and shall contain a schedule for implementation of each element.

a. The remedial investigation portion of the workplan is based on the EPA's latest Guidance on Remedial Investigation under CERCLA, and Feasibility Studies under CERCLA, and on the DOHS document "The California Site Mitigation Decision Tree", dated May 1986. The remedial investigation portion of the workplan shall address, at a minimum, the following elements consistent with the requirements of the RI/FS guidance documents set forth in this section:

1) Site Background.

a) Site Maps.

(i) Topographic maps showing site location.

(ii) Site-specific plot plan (including all process equipment, surface and subsurface piping, tanks and waste handling units).

b) Description of surface and subsurface geology and hydrogeology (including aquifer parameters, cross sections, gradients, drainage patterns, and topographical features) and meteorologic factors.

c) List of historical and current chemicals used on-site.

d) Compilation of construction details and corresponding lithology, geophysical and drilling logs for all monitoring wells.

e) Documentation of suspected on-site and off-site contaminated areas (including soil and ground water analytical data).

f) Description of any past remedial actions.

g) A summary of all air, soil, surface water and ground water assessment work completed to date, including data reduction and interpretation of the data.

2) Quality Control/Quality Assurance (QA/QC) Plan consistent with the most recent EPA promulgated guidelines.

a) QA/QC Aspects of Sampling.

(i) Equipment calibration and maintenance.

(ii) Sample collection procedures.

(iii) Sample identification.

(iv) Chain-of-custody forms and procedures.

(v) Sample preservation procedures.

(vi) Identification of qualified persons conducting sampling.

b) QA/QC Aspects of Laboratory Analysis.

(i) Laboratory certified by EPA.

(ii) Standard analytical methods.

(iii) Laboratory analysis quality control program.

3) Health and Safety Plan.

a) Worker Safety.

(i) Protective equipment.

(ii) Training.

(iii) On-site monitoring.

b) Community Safety.

(i) Site access control.

4) Sampling Plan. The sampling plan must be capable of developing a complete profile of air, soil, surface water and ground water contamination attributable to operations at the identified sites.

a) Soil Sampling Program.

(i) Site map showing location and depths of all proposed soil sampling.

(ii) Justification and rationale for soil sample locations, depths and contaminants to be analyzed.

(iii) Sampling equipment and procedures.

(iv) Project-specific analytical techniques, QA/QC methods, and Health and Safety procedures.

b) Ground Water Sampling Program.

(i) A proposed inventory study of wells potentially impacted by the site and immediate sampling plan.

(ii) A contingency plan for providing alternative water supply for wells with sample results above acceptable NPDWR or other applicable state and federal standards.

(iii) Site map showing location of all proposed ground water monitoring wells.

(iv) Details of monitoring well construction.

(v) Proposed frequency, number and method for obtaining ground water samples collected.

(vi) Justification and rationale for monitoring well locations, construction, sampling, frequency and contaminants to be analyzed.

(vii) Sampling equipment and procedures.

(viii) Project-specific analytical techniques, QA/QC methods, and Health and Safety procedures.

c) Surface Water Runoff.

(i) Assessment of potential for contamination of surface runoff.

(ii) Surface water runoff and related soils sampling plan where assessment identifies a significant potential for contamination of surface runoff.

d) Air Quality.

(i) Assessment of potential for airborne migration of contaminants and their public health and environmental impacts.

(ii) Air sampling program where assessment identifies a significant potential for airborne migration of contaminants.

e) A description of how the data obtained will be managed and preserved.

5) Time schedule for remedial investigation (RI) workplan implementation from date of Department approval, to include:

a) Field investigation.

b) Laboratory analysis.

c) Interim reports submitted.

d) Engineering analysis of data collected.

e) Submittal of final remedial investigation report.

b. The remedial investigation report portion of the workplan shall describe the steps and schedule necessary to submit this report.

c. The feasibility study portion of the workplan shall include a plan for providing at least the following elements in the feasibility study:

1) A summary of the existing and potential hazards for which corrective action is required.

2) A description of the alternative remedial actions which will be evaluated.

3) A list of the technologies which will be screened for each alternative remedial action described in 2) above.

4) A description of the factors which will be considered in screening and analyzing each alternative remedial action technology, including, but not limited to, effectiveness, reliability, timeliness of implementation, unit cost, availability, operation and maintenance costs and conformity with applicable laws and regulations.

5) A list of the criteria for screening and analyzing their alternative remedial action technologies.

6) A description of all pilot studies, bench tests, or other activities which will be performed to evaluate each alternative remedial action technology.

d. The feasibility study report portion of the workplan shall describe the steps and schedule necessary to submit this report in compliance with paragraph 4 of this Appendix.

3. Remedial Investigation Report. SIAD will submit the remedial investigation report to the signatories in accordance with the approved workplan implementation schedule. The remedial investigation report shall summarize the methodology and results of the remedial investigation including reduction and interpretation of all data and information generated and/or compiled during the remedial investigation. The remedial investigation report shall cover the following subjects relating to the site:

a. Introduction.

1) Overview of report.

2) Site background information.

3) Nature and extent of problem(s).

4) Remedial investigation summary.

b. Site Features Investigation.

1) Demography.

2) Land use.

3) Natural resources.

4) Climatology.

c. Hazardous Substance Investigation.

1) Substance types.

2) Substance characteristics and behavior.

d. Hydrogeologic Investigation.

1) Soils.

2) Geology.

3) Ground water.

e. Surface Water Investigation.

1) Surface water.

2) Sediments.

3) Flood potential.

4) Drainage.

f. Air investigation where necessitated by a significant potential for airborne migration of contaminants.

g. Biota Investigation.

1) Flora.

2) Fauna.

h. Bench and Pilot Tests.

i. Public Health and Environmental Concerns.

1) Potential receptors.

2) Public health impacts.

3) Environmental impacts.

4. Feasibility Study Report. SIAD will submit the feasibility study report to the signatories in accordance with the approved workplan implementation schedule. The feasibility study report shall summarize the results of the feasibility study including reduction and interpretation of all data and information generated and/or compiled during the feasibility study. The feasibility study report shall cover the following subjects relating to the site:

a. Description of Current Situation.

1) Site background information.

2) Nature and extent of release.

3) Objective of remedial action(s).

b. Screening of Remedial Action Technologies.

1) Technical criteria.

2) Remedial action alternatives developed.

3) Environmental and public health criteria.

4) Other screening criteria.

5) Cost criteria.

6) Institutional criteria.

c. Analysis of Remedial Action Alternative.

1) Technical feasibility.

2) Environmental evaluation.

3) Institutional requirements.

4) Public health evaluation.

5) Cost analysis.

d. Ranking and Selection of Remedial Action Alternatives.

APPENDIX C

ALL FINAL PRIMARY DOCUMENTS WHICH WILL BE CREATED IN ACCORDANCE WITH SECTION 7 (REVIEW AND APPROVAL]

1. Public Participation Plan (complete)
2. Phase I RI/FS Workplan (Includes Sampling and Design Plan, QA/QC Plan, and Health and Safety Plan) (complete)
3. Phase I RI Report
4. Phase I FS Report
5. Phase I Proposed Plan
6. Phase I Remedial Action Plan
7. Phase I Base Line Risk Assessment
8. Phase I Public Health and Environmental Evaluation Report
9. Phase II RI/FS Workplan (Includes Sampling and Design Plan, QA/QC Plan, and Health and Safety Plan)
10. Phase II RI Report
11. Phase II FS Report
12. Phase II Proposed Plan
13. Phase II Remedial Action Plan
14. Phase II Base Line Risl Assessment
15. Phase II Public Health and Environmental Evaluation Report
16. Phase III RI/FS Workplan (Includes Sampling and Design Plan, QA/QC Plan, and Health and Safety Plan)
17. Phase III RI Report
18. Phase III FS Report
19. Phase III Proposed Plan
20. Phase III Remedial Action Plan
21. Phase III Base Line Risk Assessment
22. Phase III Public Health and Environmental Evaluation Report

APPENDIX D

FINAL PRIMARY DOCUMENTS AND COMPLETED SECONDARY DOCUMENTS

These documents are hereby made an integral and enforceable part of this Agreement. Copies shall be available as part of the administrative record, as provided in subsection 24.3:

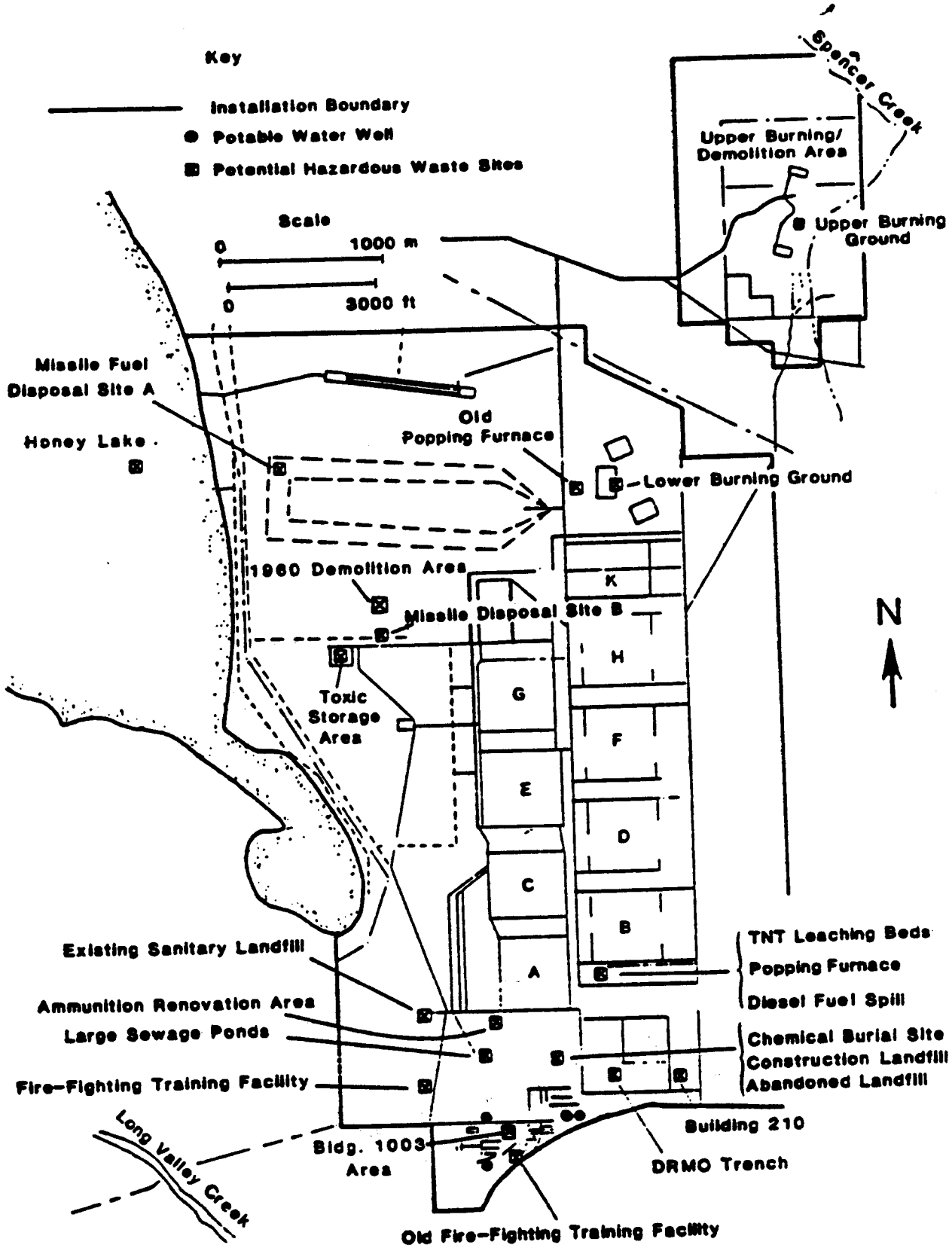
A. Final Primary Documents:

1. Public Participation Plan, Final

2. Phase I RI/FS Workplan Final

ATTACHMENT A

MAPS



Locations of the 22 Potential Hazardous Waste Sites at the Sierra Army Depot

ATTACHMENT B

CHEMICALS OF CONCERN

A total of thirty-five monitoring wells have already been installed at SIAD by AEHA through 1990. The following contaminants have been found in groundwater drawn from these wells: 1,3,5,-nitro-1,3,5 triazacyclohexane (RDX); trinitrobenzene (TNB); dinitrotoluene (2,4 DNT); carbon tetrachloride; 1,2 dichloroethane (DCA); trichloroethene (TCE); and Arsenic (As).

The population at risk is located in the southern portion of SIAD and west of the main entrance to the installation (off the installation). The installation has a work force of approximately 600 civilian employees and 350 military personnel. The majority of the military personnel live on the installation along with approximately 310 family members for a total resident population of about 660. The installation water supply comes from 400-600 foot wells located on the southern portion of SIAD. The installation also supplies water to approximately 75 privately owned homes located adjacent to the southwestern installation boundary. Additional houses located further west from the main entrance possess their own wells. A few residents live to the northeast of the installation and have private wells.

The predominant contaminants at SIAD are the volatile organic compounds (VOC's) such as carbon tetrachloride, DCA, and TCE along with explosive compounds such as RDX, TNT, and 2,4-DNT. The health risks from these contaminants are both acute and chronic. The following is a list of contaminants and their health risks:

Trichloroethene (TCE)

Acute - skin and eye irritant; Central Nervous System (CNS) depression; headache; nausea; vomiting.

Chronic - liver and kidney damage; paresthesias.

Dichloroethene (DCA)

Acute - skin irritant.

Chronic - liver and kidney damage; CNS deperession.

Carbon Tetrachloride

Acute - skin irritant; CNS depression; unconsciousness, liver, kidney and heart damage.

Chronic - suspected human carcinogen; skin irritant; liver and kidney and heart damage.

1,3,5,-nitro-1,3,5 triazacyclohexane (RDX)

Acute - skin irritant; epileptic seizures; amnesia.

Chronic - liver damage.

Trinitrobenzene (TNB)

Acute - methemoglobinemia; CNS depression.

Chronic - methemoglobinemia; poisoning; anemia; liver and kidney damage.

2,4-dinotrotoluene (2,4-DNT)

Acute - skin irritant.

Chronic - anemia; jaundice; experimental carcinogen; cyanosis and liver damage; methemoglobinemia.

Arsenic

Acute - skin irritant; irritant to eyes and mucus membranes; GI tract distress; poison.

Chronic - dermatitis; iceratoses, skin cancer; polyneuritus; chronic hepatitis and cirrhosis; GI tract distress; perforation of nasal septus.

Review of the various assessments, reports and on-site inspections by the DOHS and RWQCB led to the conclusion that the following sites on SIAD need further investigation, clarification and possibly remedial/corrective action. Further investigation may reveal additional sites.

a) Old Fire-Fighting Training Facility
b) Building 210 Area
c) DRMO Trench Area
d) Existing Fire-Fighting Training Facility
e) TNT Leaching Beds
f) Existing Popping Furnace
g) Diesel Spill near Building 403
h) Toxics Storage Area at Building 578
i) Old Popping Furnace
j) Lower Burning Ground
k) Honey Lake
l) Upper Burning Ground - Hansen's Hole
m) Nike Missile Fuel Disposal Site A
n) Nike Missile Fuel Disposal Site B
o) Ammunition Demilitarization and Renovation Area
p) Large Sewage Treatment Ponds
q) Chemical Burial site
r) Construction Debris Landfill
s) Abandoned Landfill
t) Building 1003 Area
u) 1960 Demolition Area

ATTACHMENT C
STATEMENT OF FACTS

1. Sierra Army Depot (SIAD) is located in Lassen County, California approximately 55 miles northwest of Reno, Nevada. SIAD was established in 1942 as an area of exclusive Federal jurisdiction named Sierra Ordinance Depot and consists of an area of approximately 96,500 acres, about 16,000 acres of this consists of land leased from the State of California. Honey Lake, an area of approximately 60,500 acres, was acquired by the Army Air Corps in 1933 for use as an aerial bombing and gunnery range. The Air Corps ceased their activities at Honey Lake and parts of the lakebed were used by SIAD intermittently during the 1940's and 1950's as a demolition and function test range. SIAD has a population of approximately 800 people (this consists of soldiers and their family members). An unincorporated civilian community known as Herlong lies immediately outside the main entrance to SIAD on the southern border. SIAD's housing areas and installation support activities are located on the southern portion of the installation. SIAD draws its water supply from wells located on the southern part of the installation. Most of the residents of Herlong share this same water supply. Approximately 3,897 acres of SIAD are separated from the main installation to the north and are the site of the upper burning/demolition area. SIAD's mission and population increased during the Korean Conflict from 1951-1953 and during the Vietnam Conflict from 1967-1973.

2. The primary mission of SIAD is the receipt, storage, surveillance, maintenance and issue of munitions, strategic and critical material and obligated war reserve material. These operations used and produced hazardous materials including explosives, solvents, waste oil and virgin chemicals of diverse types. Demolition, demilitarization and burning ground areas, where hazardous wastes were disposed, have been in existence on SIAD since the 1940's. Honey Lake was used for various demolition and training activities from 1933 to 1977. These activities included aerial training, use as a surveillance test site and demolition. In 1979 debris from exploded ordinance was reported for a 13 to 15 kilometer radius on a portion of the lake bed. Honey Lake's water volume increases in various years and the encroaching water periodically covers most of the areas of possible contamination.

3. The U.S. Army Toxic and Hazardous Materials Agency (USATHAMA) began the environmental assessment process of SIAD in 1979 with report number 149, "Installation Assessment of Sierra Army Depot". In 1983 USATHAMA contracted with Environmental Science and Engineering to produce a follow-up report entitled "Reassessment of Sierra Army Depot". Since 1983, the U.S. Army Environmental Hygiene Agency (AEHA) has conducted several investigations and issued reports on five areas of SIAD, some of which included ground water studies.